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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

NAOD ASRAT ZEWDE, an individual,  
Plaintiff,

vs.

**COMPLAINT**  
**AND JURY DEMAND**

TELHIO CREDIT UNION, INC., a Foreign  
Corporation; EXPERIAN INFORMATION  
SOLUTIONS, INC., a Foreign Corporation;  
and TRANS UNION LLC, a Foreign Limited-  
Liability Company,  
Defendants.

Plaintiff, Naod Asrat Zewde (hereinafter "Plaintiff"), by and through counsel, Cogburn Law, hereby complains against Defendants as follows:

**I. PRELIMINARY STATEMENT**

1. This is an action for actual, statutory and punitive damages, costs and attorney fees brought pursuant to the Fair Credit Report Act, 15 U.S.C. § 1681 et seq. (hereinafter "FCRA").

1 **II. JURISDICTION AND VENUE**

2 **A. JURISDICTION OF THE COURT**

3 2. The jurisdiction of this Court is conferred by 15 U.S.C. § 1681(p) and 28 U.S.C.  
4 § 1367.

5 **B. VENUE**

6 3. Venue is proper pursuant to 28 U.S.C. § 1391 as Defendants do business within the  
7 area of the District of Nevada, are subject to the Court’s personal jurisdiction and a substantial part  
8 of the events giving rise to the claims alleged occurred within the District of Nevada.

9 **III. PARTIES**

10 4. Plaintiff is a natural person and resident of the State of Nevada.

11 5. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1681a(c).

12 6. This matter involves two entities in the business of furnishing credit reports.  
13 Experian and Trans Union will be collectively known as the “Credit Bureaus.”

14 7. Upon information and belief, Defendant, Experian Information Solutions, Inc.  
15 (hereinafter “Experian”), is a foreign entity incorporated under the laws of the State of California  
16 and authorized to do business in the State of Nevada.

17 8. Upon information and belief, Defendant Experian is a “consumer reporting  
18 agency,” as defined in 15 U.S.C. § 1681a(f).

19 9. Upon information and belief, Defendant, Trans Union LLC (hereinafter “Trans  
20 Union”), is a foreign entity licensed in the State of Illinois and authorized to do business in the  
21 State of Nevada.

22 10. Upon information and belief, Defendant, Trans Union, is a “consumer reporting  
23 agency,” as defined in 15 U.S.C. § 1681a(f).

1 11. Upon information and belief, Telhio Credit Union, Inc. (hereinafter “TCU” or “the  
2 Furnisher”) is a corporation incorporated under the laws of the State of Ohio authorized to do  
3 business in the State of Nevada.

4 12. Upon information and belief, TCU is a furnisher of information under 15 U.S.C. §  
5 1681s-2.

6 **IV. GENERAL ALLEGATIONS**

7 13. Plaintiff obtained credit through TCU (hereinafter the “TCU Debt”) with a partial  
8 account number of XX4026.

9 14. On or about March 6, 2020, Plaintiff tendered final payment on the loan in the  
10 amount of \$246.44 (hereinafter the “Final Payment”), which was accepted by TCU.

11 15. Despite this full and final payment by Plaintiff to TCU, TCU continued to publish  
12 information through the Credit Bureaus that Plaintiff remained delinquent after the Final Payment  
13 was accepted by TCU.

14 16. Plaintiff discovered the Credit Bureaus were publishing false information that the  
15 TCU account was a *Charge Off*, which it had been settled for less than full value.

16 17. Plaintiff sent written disputes to each of the Credit Bureaus advising of the credit  
17 reporting error, and requesting the Charge Off status be replaced with Settled for Less than Full  
18 Value.

19 18. After the disputes were received by the Credit Bureaus, they continued to report the  
20 false status of the TCU account.

21 19. TCU furnished false information to the Credit Bureaus.

22 20. The Credit Bureaus and TCU failed to conduct a thorough investigation into this  
23 dispute.  
24

1 **V. CLAIMS FOR RELIEF**

2 **FIRST CLAIM FOR RELIEF**  
3 **Against the Credit Bureaus**  
4 **(Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681)**

5 21. Plaintiff realleges and incorporates all preceding paragraphs as if fully set out  
6 herein.

7 22. The Credit Bureaus violated 15 U.S.C. § 1681e(b) by failing to establish or to  
8 follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit  
9 report and credit files published and maintained by the Credit Bureaus concerning Plaintiff.

10 23. As a result of this conduct, action and inaction of the Credit Bureaus, Plaintiff  
11 suffered damage loss of credit; loss of the ability to purchase and benefit from credit; and the  
12 mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.

13 24. The Credit Bureaus' conduct, action and inaction was willful, rendering the Credit  
14 Bureaus liable for punitive damages in an amount to be determined by the Court pursuant to  
15 15 U.S.C. § 1681n. In the alternative, the Credit Bureaus were negligent, entitling Plaintiff to  
16 recover under 15 U.S.C. § 1681o.

17 25. Plaintiff is entitled to recover costs and attorney fees from the Credit Bureaus in an  
18 amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

19 **SECOND CLAIM FOR RELIEF**  
20 **Against the Credit Bureaus**  
21 **(Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681)**

22 26. Plaintiff realleges and incorporates all preceding paragraphs as if fully set out  
23 herein.

24 27. The Credit Bureaus violated 15 U.S.C. § 1681i on multiple occasions by failing to  
delete inaccurate information in the Plaintiff's credit file after receiving actual notice of such  
inaccuracies; by failing to conduct a lawful reinvestigation; by failing to forward all relevant

1 information to TCU; by failing to maintain reasonable procedures with which to filter and verify  
2 disputed information in the Plaintiff's credit file; and by relying upon verification from a source  
3 the Credit Bureaus had reason to know is unreliable.

4 28. As a result of this conduct, action and inaction of the Credit Bureaus, Plaintiff  
5 suffered damage by loss of credit; loss of the ability to purchase and benefit from credit; and the  
6 mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.

7 29. The Credit Bureaus' conduct, action and inaction was willful, rendering the Credit  
8 Bureaus liable for actual or statutory damages, and punitive damages in an amount to be  
9 determined by the Court pursuant to 15 U.S.C. § 1681o.

10 30. Plaintiff is entitled to recover costs and attorney fees from the Credit Bureaus in an  
11 amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

12 **THIRD CLAIM FOR RELIEF**  
13 **Against the Furnisher**  
**(Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681)**

14 31. Plaintiff realleges and incorporates all preceding paragraphs as if fully set out  
15 herein.

16 32. TCU violated the Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b) by continuing  
17 the TCU Debt representation within Plaintiff's credit file with the Credit Bureaus without also  
18 including a notation that this debt was disputed; by failing to fully and properly investigate the  
19 Plaintiff's dispute of the TCU Debt representation; by failing to review all relevant information  
20 regarding same; by failing to accurately respond to the Credit Bureaus; by failing to correctly  
21 report results of an accurate investigation to every other credit reporting agency; and by failing to  
22 permanently and lawfully correct its own internal records to prevent the re-reporting of the TCU  
23 Debt representations to the consumer reporting agencies.

1           33. As a result of this conduct, action and inaction of TCU, Plaintiff suffered damage  
2 by loss of credit; loss of the ability to purchase and benefit from credit; and the mental and  
3 emotional pain, anguish, humiliation, and embarrassment of credit denials.

4           34. TCU's conduct, action and inaction was willful, rendering it liable for actual or  
5 statutory, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C.  
6 § 1681n. In the alternative, it was negligent entitling the Plaintiff to recover actual damages under  
7 15 U.S.C. § 1681o.

8           35. Plaintiff is entitled to recover costs and attorney fees from TCU in an amount to be  
9 determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

10 **VI. PRAYER FOR RELIEF**

11           WHEREFORE, Plaintiff respectfully prays that judgment be entered against the  
12 Defendants, on all counts, for the following:

- 13           1. Declaratory judgment that Defendants' conduct violated the FCRA;
  - 14           2. Actual damages;
  - 15           3. Statutory damages;
  - 16           4. Punitive damages;
  - 17           5. Costs and reasonable attorney fees; and
  - 18           6. For such other and further relief as the Court may deem just and proper.
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1 **VII. JURY DEMAND**

2 Pursuant to Fed. R. Civ. P. 38(b) and the Seventh Amendment to the United States  
3 Constitution, Plaintiff hereby demands a jury trial.

4 Dated this 3rd day of February, 2021.

5 COGBURN LAW

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